

REMARKS

The Official Action of March 9, 2005, has been carefully reviewed. The claims in the application remain as claims 1 and 2, and these claims should define patentable subject matter consistent with what is stated in the Official Action. Accordingly, the applicants respectfully request favorable consideration and early formal allowance.

Acknowledgement by the PTO of the receipt of applicants' papers filed under §119 is noted.

Claims 1 and 2 have been rejected under the second paragraph of §112. The rejection is respectfully traversed.

The applicants believe that the claims as originally drafted, particularly when considered in light of applicants' specification (fully consistent with the law), would not have been confusing to those skilled in the art, and therefore the claims in their previous form are fully in accordance with §112. At **worst**, claim 1 in its previous and original form might be considered objectionable, but only as to form, requiring no substantial amendment relating patentability.

Nevertheless, in deference to the examiner's views and to avoid needless argument, a cosmetic amendment has been made in claim 1 consistent with the examiner's helpful suggestion. Such amendment is of a formal nature only, i.e.

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made to place the claims in improved form for U.S. practice or the examiner's understanding what is necessary or desirable under U.S. practice. Applicants believe that the amendment is not a "narrowing" amendment because the scope of the claims has not been reduced, or indeed changed in any way, i.e. applicants believe that the new language is equivalent to the original language. No limitations have been added and none are intended.

Withdrawal of the rejection is in order and is respectfully requested.

Applicants note that if the examiner prefers, applicants would be amenable to a different and more simple amendment of the clause relating to the engagement means, namely applicants would be agreeable to amending this clause to read as shown below:

...engagement means for abutting on the rotation means for preventing rotation of said holding member.

Again, if the examiner prefers, applicants would be agreeable to an examiner's amendment changing the "engagement means" clause to read as shown immediately above.

Applicants note that no rejections have been imposed on the basis of any prior art, i.e. that claims 1 and 2 are deemed to define novel and unobvious subject matter under

§§102 and 103. Consistent therewith, paragraph 4 on page 3 of the Official Action indicates that claims 1 and 2 are directed to "allowable" subject matter, and paragraph 5 spanning pages 3 and 4 gives reasons why applicants' claims define over the closest prior art which shows no engagement means whatsoever.

Further to applicants' "engagement means", the commentary of the Official Action in paragraph 1 at the top of page 2 is noted, and applicants respectfully note that the 6th paragraph of §112 does explicitly state that the use of means plus function language will cover "equivalents" of the elements actually disclosed, as correctly stated in the Office Action. The last part of paragraph [0010] of applicants' specification states as follows:

...Though the engagement means is constituted by the ratchet 34 and the pawl in the above description, other engagement means of different configurations may also be adopted so long as the engagement means employ the engagement of members abutting against each other, such as those by a penetrating hole and a pin and the like.

There are clearly other means than the engagement means specifically disclosed in applicants' specification which other engagement means are generally equivalent to the specifically disclosed engagement means, and it is applicants' intent to cover such other engagement means.

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Further in this regard, it is respectfully noted that claim 2 is specifically directed to the disclosed engagement means, whereby claim 1 is broader than claim 2.

Returning to the prior art, applicants respectfully note the prior art documents made of record and not relied upon, along with the implication that such documents are deemed by the PTO to be insufficiently pertinent to warrant their application against any of applicants' claims.

Applicants believe that all issues raised in the Official Action have been addressed above in a manner favorable to patentability. Applicants accordingly respectfully request favorable consideration and early formal allowance.

Respectfully submitted,

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